

HARNETT REGIONAL WATER
Equal Opportunity Provider and Employer

RESIDENTIAL WATER/SEWER USER AGREEMENT

COPY OF RECORDED DEED & PICTURE ID ARE REQUIRED

Water Tap, size 3/4"

Sewer Tap

Retrofitted Sprinkler Connection

674 Johnsonville School Rd

Cameron NC 28326
TAP SERVICE ADDRESS

Office Use Only:

Edgar Garcia Elaine Garcia
LAND OWNER'S NAME

AMOUNT PAID

Justina Garcia
SPOUSE'S NAME

436720
CUSTOMER NUMBER

748 Johnsonville School Rd
MAILING ADDRESS

Cameron, NC, 28326
CITY, STATE, ZIP

217199
ACCOUNT NUMBER

919-343-8537
TELEPHONE NUMBER

919-343-7228
SPOUSE'S TELEPHONE NUMBER

NUMBER OF PERSONS LIVING IN HOME

SSN # 530-51-2475 DL# 000035024994
OWNER SOCIAL SECURITY & DRIVERS LICENSE #

SSN # 530-57-4503 DL# 000032825337
SPOUSE'S SOCIAL SECURITY & DRIVERS LICENSE #

edgarg5465@gmail.com
EMAIL ADDRESS

self employed, 748 Johnsonville School Rd Cameron NC 28326, 919-343-8537
EMPLOYER, ADDRESS AND PHONE NUMBER

Tyson Foods Inc, 800 E Main St Sanford NC 27332, 919-774-7125
SPOUSE'S EMPLOYER, ADDRESS AND PHONE NUMBER

9/8/2023

This Agreement, made and entered into this the 30 day of October, 2023 between Harnett Regional Water (HRW), as operator of the water supply and distribution system indicated above, (hereinafter "County") and Edgar Garcia (hereinafter "Owner").

WITNESSETH:

Harnett Regional Water, as operator of the water supply and distribution system indicated above, sells water to citizens and residents of Harnett County. HRW also treats wastewater for its citizens and residents where such treatment facilities are located within Harnett County. The Owner above named desires to purchase water and/or sewer treatment services from the County and further desires to enter into this Agreement with HRW to obtain these services described.

NOW THEREFORE, In consideration of the mutual promises herein set forth, it is agreed by HRW and Owner as follows:

1. The property which is the subject of this Agreement and to which water shall be supplied and/or sewer treatment services provided is described as follows:
2. Owner agrees to pay to HRW the amount of \$4,200.00 per connection as a tap-on charge, said amount being due upon the execution of this Agreement by Owner.
3. HRW, pursuant to its Rules and Regulations, agrees to provide a water and/or sewer service connection on the above described property and to provide potable water and treatment of said wastewater to the Owner, provided that there is an existing water line capable of providing a connection on said property. **IN THE EVENT HRW DETERMINES THAT THERE IS NO EXISTING WATER AND/OR SEWER LINE CAPABLE OF PROVIDING A WATER SERVICE CONNECTION TO THE PROPERTY DESCRIBED ABOVE, ALL MONIES PAID PURSUANT TO THIS RESIDENTIAL WATER/SEWER USER AGREEMENT WILL BE REFUNDED TO OWNER.**
4. Property owners shall not be required to make a deposit provided they are approved by the On-line Utility Database procedure described in Section 19 (d) of the County Rules and Regulations. If not approved by the above-mentioned procedure, the owner agrees to pay a minimum of Fifty Dollars (\$50.00) as a water deposit (and \$50 as a sewer deposit, if water and sewer tap requested, \$100 total). This deposit will be returned without interest after one year of no penalties as provided by said Rules and Regulations. Said deposit shall be due upon the execution of this Agreement by Owner.
5. Owner grants HRW, its successors and assigns, a perpetual easement in, over, under, and upon the above described land with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and remove water and/or sewer lines, meters, meter service facilities and appurtenant facilities thereon, together with the right of ingress and egress over adjacent land for the purposes mentioned above.
6. Owner shall install and maintain at Owner's own expense a 3/4 inch cut-off valve on the Owner's side of the HRW's water meter and a service line which shall begin at the meter and extend to the dwelling or place of use, and such other facilities as may be required by the Inspections Section of the Harnett County Planning and Inspections Department. The service line shall connect with the water system of the County at the nearest place of desired use by the Owner, provided HRW has determined in advance that the county water system is of sufficient capacity to permit the delivery of water at that point.
7. Owner agrees to comply with all requirements, rules and regulations applicable to water users adopted by the Division of Health Services of North Carolina Department of Human Resources. Owner further agrees that upon and after the date a plumbing connection is made between the Owner and HRW, Owners shall allow no cross connection to exist between HRW's system and any pipeline containing a contaminant or any pipeline connected to other present or future sources of water.
8. Owner agrees to pay for water and/or sewer service at such rates, time, and place as shall be determined by HRW and agrees to the penalties for non-compliance with the above, as set out in HRW's Rules and Regulations.
9. HRW shall install a water and/or sewer service connection for the Owner, and Owner user charges shall commence when the water meter is requested by the owner and installed by HRW. Consumers shall be responsible for paying the minimum monthly water and/or sewer bill whether or not water and/or sewer is actually used as long as the service is not turned off by request of the consumer.

9/8/2023

9A. THIS PARAGRAPH APPLIES ONLY TO AGREEMENTS FOR RETROFITTED SPRINKLER CONNECTIONS.

No monthly minimum charge will be made to Owner except during those months when the connection has been used. The Bill rendered will be for gallons used, but in no event less than the applicable minimum bill. A separate bill will be provided for the connection and the same schedule of rates applicable in the service District shall apply to it. No sewer charges will be made to Owner for water used through the connection. The Retrofitted Sprinkler Connection shall not be connected to any plumbing or other pipeline where residential water there from is required to be discharged into the public sewer system.

10. Owner agrees to abide by the Rules and Regulations of HRW as from time to time promulgated by the Harnett County Board of Commissioners, and further agrees to abide by such other HRW ordinances, rules and regulations with respect to water and/or sewer service connections, as are adopted by the Harnett County Board of Commissioners. Additionally, Owner agrees to obtain the necessary inspections and permits related to water and/or sewer service connections as required by the Building Inspections Division of the Harnett County Development Services.

11. HRW shall purchase and install a cutoff valve and water meter for each service. HRW shall own said meter and shall have the exclusive right to use it.

12. Owner agrees that there shall be one water and/or sewer connection for each building or structure requiring connections on the above described property. A tap-on charge shall be due for each such connection.

13. HRW shall have final jurisdiction on any question of location of any service line connection to its distribution system; shall determine the allocation of water to Owner in the event of a water shortage and may shut off water to Owner if Owner allows a connection or extension to be made to Owner's service for the purpose of supplying water and/or sewer service to another user.

14. In the event User transfers title or agrees to transfer title to the above described property, before or after such connection, User agrees that this agreement shall run with the property title thereto and agrees to advise the new owner with respect hereto and furnish new owner a copy thereof.

Signed by Owner this 30 day of October, 2023.

Edgar Garcia
Owner

Elaine Garcia
Owner

[Signature]
Witness

Signed by County this 30 day of October, 2023.

HARNETT REGIONAL WATER

BY: _____
Steve Ward, Director

WHEN RETURNING THIS AGREEMENT BY MAIL PLEASE SEND TO:
Harnett Regional Water
Post Office Box 1119
Lillington, NC 27546

APPLICATION COST & DIRECTIONS

DATE: 10/30/2023

Edgar Garcia is requesting a water and/or sewer service at the location as noted below. This request is for a 3/4" inch water service and/or a residential sewer service. The cost of the service will be as follows:

Residential Water tap total cost:

- 3/4" \$4,200 (\$1,200 + \$3,000sd)
- 1" \$9,700 (\$2,200 + \$7,500sd)
- 2" \$27,500 (\$3,500 + \$24,000sd)

Residential Sewer tap total cost (based on water tap size):

- 3/4" \$5,500 (\$1,500 + \$4,000sd)
- 1" \$11,500 (\$1,500 + \$10,000sd)
- 2" \$33,500 (\$1,500 + \$32,000sd)

*Tap cost may vary due to main depth and bore length

BUNNLEVEL & RIVERSIDE Sewer tap-Step Tank

- 3/4" \$6,800 (\$2,800 + \$4,000sd)
- 1" \$12,800 (\$2,800 + \$10,000sd)
- 2" \$34,800 (\$2,800 + \$32,000sd)

*Tap cost may vary due to length of connection to main

Retrofitted sprinkler tap fee:

- 3/4" \$500 + \$325 3/4" meter & mxu fee = total cost \$825
- 1" \$650 + \$450 meter & mxu fee = total cost \$1,100
- 2" \$2000 + \$2050 meter & mxu fee = total cost \$4,050

*There will also be a deposit on all new accounts for water and/or sewer as required.

For all other sizes and commercial refer to Harnett Regional Water @ (910) 893-7575.

DIRECTIONS TO LOCATION OF REQUESTED TAP: Detailed Map/Description

CUSTOMERS SIGNATURE



9/8/2023


NORTH CAROLINA DRIVER LICENSE
NOT FOR FEDERAL IDENTIFICATION

4d DLN 000035024994 3 DOB 05/04/1965
DUP 4b EXP 05/04/2024

1 GARCIA ARREVALO
2 EDGAR FIDENCIO
3 748 JOHNSONVILLE SCHOOL
RD
CAMERON, NC 28326-9722

9 CLASS C 9a END NONE
12 RESTR NONE
15 SEX M 18 EYES BRO
16 HGT 5'-03" 19 HAIR BLK RACE

4a ISS 11/29/2021
5 DD 0031288403 05/04/65



NORTH CAROLINA DRIVER LICENSE

4d DLN 000046903196 3 DOB 11/27/2000
DUP 4b EXP 11/27/2029

1 GARCIA ESTRADA
2 ELAINE SARAI
3 748 JOHNSONVILLE SCHOOL
RD
CAMERON, NC 28326-9722

9 CLASS C 9a END NONE
12 RESTR NONE
15 SEX F 18 EYES BRO
16 HGT 5'-03" 19 HAIR BRO RACE

4a ISS 07/07/2023
5 DD 0035463036 11/27/00



Matthew S. Willis Register of Deeds
Harnett County, NC
Electronically Recorded
11/01/2022 04:38:20 PM NC Rev Stamp: \$0.00
Book: 4172 Page: 1560 - 1562 (3) Fee: \$26.00
Instrument Number: 2022112673

HARNETT COUNTY TAX ID#
099566 0028 03

11-01-2022 BY TC

Prepared by and Return to:
Reginald B. Kelly, Attorney at Law, P.O. Box 1118, Lillington, NC 27546

The attorney preparing this instrument has made no record search or title examination of the property described herein, and expresses no opinions as to title or tax consequences, unless contained in a separate written certificate.

PID#: a portion of 099566 0028 03
REVENUE STAMPS: -0-

STATE OF NORTH CAROLINA
COUNTY OF HARNETT

**WARRANTY
DEED**

This **WARRANTY DEED** is made the 11th day of October, 2022, by and between **Edgar Garcia and wife, Justina Del Carmen Garcia and Veronica Garcia and husband, Ruben Vega Garcia**, of 748 Johnsonville School Road, Cameron, NC 28326 (hereinafter referred to in the neuter singular as "the Grantor") and **Elaine S. Garcia and Edgar Garcia** of 748 Johnsonville School Road, Cameron, NC 28326 (hereinafter referred to in the neuter singular as "the Grantee");

WITNESSETH:

THAT said Grantor, for valuable consideration, receipt of which is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does hereby give, grant, bargain, sell and convey unto said Grantee, its heirs, successors, administrators and assigns, all of that certain piece, parcel or tract of land situate, lying and being in Johnsonville Township of said County and State, and more particularly described as follows:

BEING all of Tract 3-A containing 6.13 acres total as shown on Minor Subdivision for "Edgar Garcia and Veronica Garcia" dated January 20, 2022 by John G. Matthews, PLS and recorded in Map Number 2022, Page 531, Harnett County Registry.

The property hereinabove described being a portion of the same property acquired by Grantors in Deed Book 4076, Page 272, Harnett County Registry.

Submitted electronically by Kelly & West Attorneys PA in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Harnett County Register of Deeds.

**The property herein described is not the primary residence of the Grantor (NCGS 105-317.2)

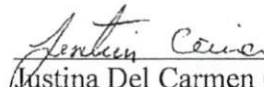
TO HAVE AND TO HOLD the above-described lands and premises, together with all appurtenances thereunto belonging, or in anywise appertaining, unto the Grantee, its heirs, successors, administrators and assigns forever, but subject always, however, to the limitations set out above.

AND the said Grantor covenants to and with said Grantee, its heirs, successors, administrators and assigns that it is lawfully seized in fee simple of said lands and premises, and has full right and power to convey the same to the Grantee in fee simple (but subject, however, to the limitations set out above) and that said lands and premises are free from any and all encumbrances, except as set forth above, and that it will, and its heirs, successors, administrators and assigns shall forever warrant and defend the title to the same lands and premises, together with the appurtenances thereunto appertaining, unto the Grantee, its heirs, successors, administrators and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal and does adopt the printed word "SEAL" beside its name as its lawful seal.

GRANTOR

 _____ (SEAL)
Edgar Garcia

 _____ (SEAL)
Justina Del Carmen Garcia

STATE OF NORTH CAROLINA
COUNTY OF HARNETT


I, Shannon T. Howell, a Notary Public in and for Harnett County, North Carolina, certify that Edgar Garcia and Justina Del Carmen Garcia personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

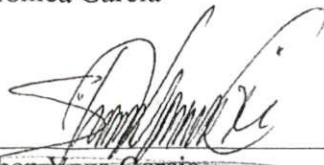
Witness my hand and official seal, this 1st day of Nov., 2022.



 _____
Notary Public

My Commission Expires: 8/23/25

 (SEAL)
Veronica Garcia


 (SEAL)
Ruben Vega Garcia

STATE OF NEW YORK
COUNTY OF Nassau

I, Francisco J Diaz, a Notary Public in and for Nassau County, New York, certify that Veronica Garcia and Ruben Vega Garcia personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14th day of October, 2022.

(place notary seal here)
~~FRANCISCO DIAZ~~
Notary Public - State of New York
No. 01DI6324508
Qualified in Nassau County
My Commission Expires May 11, 2023


Notary Public

My Commission Expires: May 11, 2023